

ALLAN KASPAR

(b) (6)



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U.S. POSTAGE PAID  
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REDACTED VERSION

Ms Anna Copeland, Enforcement Officer  
Superfund Enforcement Assessment Section (GSF-TE)  
U.S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733



Tracking No: WTS-P000037247

Copeland Anntasia  
10.083

Phone: 214-565-8144  
Received On: 04-03-2019 12:05pm

Allan Kaspar

(b) (6)

March 26, 2019

Anna Copeland  
Superfund Enforcement Assessment Section (65F-TE)  
U.S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 7502-2733

RECEIVED  
19 APR -3 PM 1:47  
SUPERFUND DIV.  
EPA REGION 6

Dear Anna Copeland:

Enclosed are my answers to your questions and also supporting documents.

Sincerely,



Allan Kaspar

**B.F.GOODRICH TIRE CO SUPERFUND SITE**

**ENCLOSURE 3**

**ANSWERS**

**ANSWERS**

1. Allan Kaspar

(b) (6)

A large black rectangular redaction box covers the majority of the text in this section. The text "(b) (6)" is printed in red at the top left of the redacted area.

2. None

3. None

4. Yes

- a. May 2005 to May 2014. Enclosed is the purchase and sale agreement with a Hold Harmless and indemnify agreement both dated May 7, 2014, Also enclosed is the Real Estate Contracts when I purchased.
- b. The property had a fence around it and gates, etc. Gates were always locked at night and weekends. I don't have anything to provide evidence but the police from Miami were always around.
- c. There was asbestos on the piping and on machines within the building. Oklahoma department of Labor and Department of Environmental Quality did inspections at least once a year. I do not think I ever got a report from DEQ but I know they had records. The DOL while Beth Hendricks was there (which was most of the time) she gave a hand written report at the conclusion of each visit. These were all left in the warehouse office.
5. Stated below.
- a. Danny Wallace, Jonesboro Arkansas. I do not have any address for Mr. Wallace. I bought it from him in May of 2005 on a contract for deed.

Allan Kaspar, Nixa, Missouri. Bought from Danny Wallace in May 2005, and sold to Real Estate Remediation LLC (AKA: RER LLC) in May 2014 with a purchase and sales agreement. I gave a quit claim deed on August 13, 2015, for about 57 acres where RER LLC demolished the building. Copy of the Purchase and Sales Agreement, Hold Harmless and Indemnity Agreement and Quit Claim Deed are enclosed.

- b. I can not speak for other owners but I know Allan Kaspar did.
- c. There was insulation (asbestos) on piping and machines when I bought it from Wallace. I never removed any during my time of ownership. RER LLC did demolition when he tore down the buildings.

6. Yes

a. We operated the warehouse as a warehouse. Some of the things we stored and the company we stored for were:

Bridgestone: tires

Blitz: plastic gas cans

Pennington Seed: Grass Seed

Doanes: Pet Food

Pedigree: Pet Food

O'Sullivan's- Furniture

Mercy Hospital: Hospital Equipment after Joplin Tornado

Walmart: Items for remodel

Fortiflex: Plastic and rubber products

Discovery Plastic: Plastic Products

All of these companies had a verbal agreement and a handshake. I do not remember any written agreement.

I did have a written agreement from the U.S. Army but they never had access inside the security fence. They were transporting explosives from Ft Leonard Wood, Missouri to (I think) Fort Sill, Oklahoma. They stopped there to refuel and give the drivers a break and to eat. I never received any payment for this service.

b. We had a security fence and locked gates. Everyone checked in through the office. The gates were locked at night and weekends and the police did surveillance

c. In the areas that we operated as a warehouse the only asbestos was 14 feet above the floor. This was mainly on piping 14 above the floor and it was encapsulated. At no time that I can remember was there any damages on any of this piping.

There was no friable asbestos exposed in the area that we operated as a warehouse. DOL and DEQ inspected the whole warehouse on their annual inspections.

There were 2 areas in the building that contained some loose (friable) asbestos containing materials. These parts of the building were area 4 and part of 7 and 9. These areas were locked at all times. I was the only one that had a key for access to these areas. DOL and DEQ on their annual inspections, inspected these areas. There were also signs on all the doors of DO NOT ENTER CONTAINS ASBESTOS.

7. None

a. n/a

b. n/a

c. n/a

8. None

9. I was told that the first building started construction in 1943. Goodrich started production in 1946. Only according to my information the last building was built in 1958.

I operated the facility from May 2005 until May 2014. That would make the oldest building (when I started) 71 years of age and 81 years of age when I stopped. The newest building would have been 47 years old and 56 when I stopped.

When I consider the age of the building they were in pretty good shape in my opinion. One thing we had problems in all areas was the roofing. This was continuous and never ending problem, and I spent several thousand dollars on upkeep.

10. Yes

11. Yes

a. We had a thief that cut the security fence and entered the property. He got copper piping from the asbestos insulation surrounding the piping. This area was near the big fuel tanks.

I called Beth Hendricks from DOL and my environmentalist, Mr. Jim Gaylord from Edmond, Oklahoma. Beth and Jim came up with a plan that we would get Asbestos Handlers out of Tulsa, Oklahoma to clean up the mess. This included the soil where the asbestos fell on the ground, and the asbestos insulation.

I don't know what the terms are, but everything was done within a double plastic building with controlled air. If I remember correctly it took over 4 days to set up before even starting to remove the asbestos insulation. If I remember correctly, they removed all the asbestos insulation in one day. Then I think the next day they tore down and went home. The cost was several thousand dollars to me, and the thief probably never got \$50.00 worth of copper.

b. See above 11 a.

12. Please refer to #9 as stated in #9, and in my opinion the buildings were in good condition. The only problem was roofing in some area.

13. No See 11a.

14. Yes See 11a

a. I don't remember the dates. All of the reports were left in the Warehouse. Beth Hendricks of DOL made the reports.

b. See 11a

c. In my opinion none. It was all cleaned up and disposed in the approved land fill.

d. See 11a

e. See 11a

f. See 11a

g. See 11a

15. Beth Hendricks DOL. There was another young man after Beth Hendricks left DOL but I do not have his name. Ray with DEQ, Rene with DEQ, another I think was Tim with DEQ. The Lady with the city of Miami in Environmental concerns. I do not know her name.

16. As far as I know none.

17. I do not know of any.

18. I don't know of anyone else except the persons previously listed.

## REAL ESTATE CONTRACT

THIS CONTRACT made this 19th day of March 2005, by and between Ottawa Management Co. Inc. (ASSETS ONLY) Danny Wallis, Pres. The Seller and Allan Kaspar The Buyer, WITNESSETH: Seller will sell and Buyer will buy, for a price hereinafter specified, the following described real property in Ottawa County Oklahoma, THE FORMER B.F. GOODRICH MFG. FACILITY, and 160 AC. M/L property.

THE Purchase Price is **TWO MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS, (\$2,850,000.00)**. Of this sum \$2,000.00 is deposited with **GREAT AMERICAN TITLE ESCROW, SPRINGFIELD, MISSOURI**, as earnest money to be applied upon the purchase price if the sale is completed. The balance is to be paid as follows: \$1,498,000.00 CASH AT CLOSING, the balance of the purchase price of \$1,350,000.00 shall be paid as follows, \$15,583.74 paid monthly, first payment due, May 22, 2005 and every month thereafter until paid. Secured by a second deed of trust and promissory note wrapped around a existing first mortgage which seller agrees to pay.

**PURCHASE** price includes the following personal property items (it is understood that all items permanently attached to the land and/or permanently attached buildings are to be considered as part of the real estate). Attached floor coverings, storm windows & doors, screens, electric, plumbing, heating and air conditioning fixtures are included in this sale. Other equipment etc., included in this sale include the following all office equipment, and all rolling stock, forklifts, etc.

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Subject to any reservation, easements, restrictions, zoning laws, ordinances or regulations affecting said property as will not materially interfere with the Buyers use of said property.


BUYER will be entitled to possession of the property at closing or within 0 days thereafter, subject to the following reservations in favor of the SELLER or tenant the sale under Contract shall be closed at the office of **GREAT AMERICAN TITLE ESCROW, SPRINGFIELD, MISSOURI**, on the 22 day of April, 2005 at 1:30 P.M. o'clock or at such other time and place as the parties may mutually agree. If there are defect in the title of the property which require correction then the time of closing may be extended by the application of the provisions of the said General Closing Conditions & Sales Practices.

**ALL** of the general sales conditions and closing practices and any financing or special agreements, all set forth below and on the reverse side of hereof, and hereby made a part of this contract.

AK DW



IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written and hereby acknowledge receipt of one copy of this contract. This is a legally binding contract, be sure you understand before signing.

	Date: <u>3-20-05</u>	<u>Ottawa Mayor</u>	Date: <u>3-20-05</u>
	Time: <u>9:00 AM</u>	By <u>Ray Law</u>	Time: <u>7:30 PM</u>
	Date: _____		Date: _____
<b>BUYER</b>	Time: _____	<b>SELLER</b>	Time: _____

#### GENERAL CLOSING CONDITIONS & SALES PRACTICES

**TITLE INSURANCE:** The Seller shall deliver to the Buyer prior to the date of closing a commitment to ensure an Owner's policy of Title Insurance, in the amount of the purchase price of the property naming the Buyer as the insured and issued by a Title Insurance Company licensed to write Title Insurance in Oklahoma which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be paid by the Seller, any mortgagee's title policy shall be paid by Buyer.

**TITLE STANDARDS:** It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standards of the Oklahoma bar. It is also agreed that any encumbrance or defect in the Title which is within the scope of any of the Title Standards of the Oklahoma bar shall not constitute a valid objection on the part of the Buyer, provided the Seller furnishes the affidavits, or the Title papers, if any described in the applicable standard **CONVEYANCE OF RECORD:** The conveyance will be by property executed and acknowledged Warranty Deed, conveying to Buyer or his nominee fee simple title, free and clear of all encumbrance except taxes for the then current year.

**TAXES:** Taxes shall include all state, county and municipal taxes and assessments, general and special, which are liens on said property, except taxes for this calendar year which shall be prorated between Buyer and Seller to date of closing.

**INSURANCE:** Seller is to keep the improvements on the said property fully insured until the date of delivery of the deed to the Buyer. If the improvements on the said property are substantially damaged or destroyed by fire or other casualty prior to the closing of the sale, Buyer shall have an option of accepting all of the insurance proceeds and proceeding with his performance under this contract or canceling this contract whereupon the earnest money deposited as aforesaid shall be returned to the Buyer and the abstract returned to the Seller. Should the parties hereto agree that any insurance on subject property is to be assigned to Buyer, the Buyer agrees to pay the pro-rata unearned premium to the Seller and the policy shall be assigned to the Buyer. DW

AK



**RESERVE ACCOUNT, BALANCES AND RENTS:** Shall be prorated to the date of Closing, unless otherwise stipulated in this contract.

**PROMPT PERFORMANCE:** It is agreed that time is of the essence of this agreement and if the Buyer has kept his part of this agreement and if the Seller has kept his part of this agreement by furnishing sufficient proof of title as otherwise provided and the Buyer fails to meet his requirements within 15 days thereafter, then the earnest money deposited shall be paid over to the seller as liquidated damages, actual damages being difficult if not impossible to ascertain. If the aforesaid earnest money is paid over to the Seller, then it shall be divided equally between the Seller and agent for the Seller. If the sale is not closed for the Sellers fault, the earnest money shall be returned to the Buyer.

**AGENT DISCLAIMER:** Neither Seller's Broker or agents, nor Buyer's Broker or agents makes any guarantee or representation as to the title of the property, or discrepancies that a survey may reveal, or the repair or condition of any of the buildings or improvement on the property.

**ARBITRATION, ATTORNEY'S FEES, COURT COSTS:** If a suit is filed concerning this property or Contract against party or broker or salesperson under this contract, or out of the sale or actions or representation of the sale, then the Broker or Brokers agent will be entitled to reasonable attorney's fees and court cost. This clause will survive the Closing or termination of this Contract.

**REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE (Check appropriate blank)**

Transaction Broker Assisting Seller-Seller & Buyer understood that \_\_\_\_\_ (listing broker firm name) And its salespersons are assisting Seller as a transaction broker and are not acting on behalf either Seller or Buyer in this transaction. Seller and Buyer acknowledge that (a) disclosure of this relationship was communicated no later than the first showing of the property, or immediately upon the occurrence of a change of the relationships if required by rule or regulation, and (b) they have received a \_\_\_\_\_ Real Estate Commission Broker Disclosure form. Compensation to such transaction Broker will be paid by Seller.

Transaction Broker Assisting Buyer-Seller & Buyer understood that \_\_\_\_\_ (listing broker firm name) and its salespersons are assisting Buyer as a transaction broker and are not acting on behalf either Seller or Buyer in this transaction. Seller and Buyer acknowledge that (a) disclosure of this relationship was communicated no later than the first showing of the property, or immediately upon the occurrence of a change of the relationships if required by rule or regulation, and (b) they have received a \_\_\_\_\_ Real Estate Commission Broker Disclosure form. Compensation to such transaction Broker will be paid by \_\_\_\_\_.

AK, DW

✓ Seller's Agent-Buyer understands that the listing agent and the selling agent are acting on behalf of Seller. Buyer acknowledges that the listing agent made this disclosure prior to the first showing of the property. Compensation will be paid by the Seller.

Buyer's Agent-Seller understands that the listing agent is acting on behalf of Buyer. Seller acknowledges that the selling agent made this disclosure prior to the first showing of the property. Compensation will be paid by \_\_\_\_\_.

Dual Agent-Buyer and Seller understands that the listing/selling agent is acting on behalf of both Buyer and Seller. Compensation will be paid by \_\_\_\_\_.

By signing below, the salespersons confirm making disclosure of this brokerage relationships to the appropriate parties.

Selling Brokers Firm \_\_\_\_\_

Listing Brokers Firm Kugler & Co.

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: Brian Hughes

Date: 3-20-05

**FACSIMILE SIGNATURES:** "Facsimile signatures", as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., shall be and hereby are declared by all parties to this contract to be the same as an original signature to this contract; a facsimile of this Contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and an authentic signature with the same legal force and effect as though the facsimile is in fact the original document to which a genuine signature has been signed.

**SPECIAL AGREEMENTS:** It is the intent of the Buyer to perform an IRC Section 1031 tax deferred exchange by trading the property herein with Starker Services, Inc. Seller agrees to execute an Assignment Agreement at the request of Buyer at no additional cost or liability to Seller.

Property sold as is and contains no warranties. Buyer aware property contains some asbestos.

Some unrenovated areas (area 4) will have to be cleared under guidance of DEQ if Buyer chooses to use area.

AK DW

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between Real Estate Remediation LLC. (AKA: RER LLC) ("Purchaser") and Allan Kaspar, a single man, ("Seller"). The Effective Date ("Effective Date") of this Agreement will be the date of the last execution by either party.

WITNESSETH:

In consideration of the mutual covenants and representations set forth herein, Purchaser and Seller agree as follows:

**Section 1. Purchase and Sale.** Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept conveyance and assignment from Seller, subject to the terms and conditions hereinafter set forth, that certain tract of land consisting of 160 acres, situated in Ottawa County, Oklahoma, preliminarily described as:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 28 North, Range 22 East of the Indian Base and Meridian, Ottawa County, Oklahoma

together with all and singular the rights and appurtenances appertaining to the land, including any right, title and interest of Seller in and to adjacent streets and all improvements to the land (but excluding all equipment and personal property thereon), all of the land, rights and appurtenances being hereinafter referred to as the "Property".

**Section 2. Purchase Price.** The purchase price ("Purchase Price") to be paid to Seller will be \$1,400,000.00. The Purchase Price will be payable as follows:

- (a) **Installment Money Deposits.** At signing of this agreement the Purchaser shall deliver to Seller the sum of \$20,000.00 as a non-refundable Earnest Money Deposit ("EMD") and part payment of the purchase price. Before May 30<sup>th</sup>, 2014, the Purchaser will deliver to the Seller the sum of \$30,000.00 as a non-refundable EMD and part payment of the Purchase Price. Additional Installments of \$125,000.00 prior to or on the last business day of each and every month for 8 months to be paid by direct deposit. The 8 months to end January 31, 2015.
- (b) **Taxes and Rent.** As per the Possession Date of May 30<sup>th</sup>, 2014, the Seller will pay the first five months of AD Valorem taxes when due in December, and the Purchaser will pay the balance of taxes when due in December. Any rents will be prorated between Seller and Purchaser as to the Possession Date.
- (c) **Payment at Closing.** The balance of \$350,000.00 Cash at closing, will be due at the end of the 9<sup>th</sup> month, last business day of February, 2015.

### Section 3. Title Insurance.

- (a) **Commitment.** Within twenty (20) days subsequent to the Effective Date, Seller will provide Purchaser with a commitment ("Commitment") for owner's title insurance ALTA Owners Policy issued by Ottawa County Abstract and Title Company of Miami, Oklahoma, covering the Property in the amount of the Purchase Price, insuring good and marketable title to the Property. The title insurance commitment will set forth the current ownership of the Property, all exceptions, reservations, easements and encumbrances, and all requirements which must be completed prior to issuance of the title insurance policy and will have attached thereto a legible copy of all documents referred to in the Commitment.
- (b) **Objections.** Purchaser will notify Seller in writing of any objections to the quality of title based upon

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Sellers Initials AK



the Commitment within ten (10) days after receipt of the Commitment. If Seller does not or cannot satisfy such objections within the Inspection Period, Purchaser may either:

- (i) Waive any objection and close this transaction; or
- (ii) Terminate this Agreement.
- (iii) If seller cannot provide good and marketable title the non-refundable "EMD" will be Refunded and returned to the purchaser.

Upon termination, neither party will have further obligation hereunder.

- (c) **Issuance of Policy.** At Closing, or as soon thereafter as is practical, Purchaser will cause to be issued an owner's title insurance policy in accordance with the Commitment referred to above and reflecting all required curative action. All title insurance premiums, charges and costs will be paid by Purchaser.

#### **Section 4. Inspection and Condition of Property.**

- (a) **Inspection Period.** Purchaser will have a period of thirty (30) days commencing on the Effective Date ("Inspection Period") within which to conduct examinations, verifications and studies, including without limitation, zoning and other land use regulations, environmental and engineering.
- (b) **Limited License.** Purchaser is hereby granted a "Limited License" to enter upon the Property for the purposes of making soil tests and borings, conducting engineering tests, and for the general purposes of inspecting the Property in connection with the development of a site plan and a determination of the suitability of the Property for the Purchaser's intended use, provided however, Purchaser will indemnify and hold Seller harmless from any and all damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which are caused by the Purchaser's conducting such tests and/or inspections on the Property. Purchaser is specifically prohibited from conducting any activity which would cause to be attached to the Property any liens or encumbrances, and will hold Seller harmless and indemnify Seller in the event that any lien or encumbrance attaches to the Property or which would violate any applicable laws, rules, regulations, orders or agreements with or involving governmental entities. Upon completion of any inspection, Purchaser will forthwith restore the Property to the condition existing prior to Purchaser's initial entry upon the Property. Except as expressly provided herein, Purchaser will not disclose the results of any such tests and/or inspections to third parties (except consultants and professionals retained by Purchaser in connection with the tests and/or inspections and who have agreed, in writing, to the limitations on disclosure contained herein) except as may be required by law, regulations or court order. Notwithstanding anything in this Agreement to the contrary, the indemnity set forth in this paragraph shall not apply to: (a) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with existing contamination or other conditions on the Property except and only to the extent that such contamination or condition is exacerbated or made worse by Purchaser in connection with the Purchaser's inspection, and (b) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with the mere discovery of pre-existing contamination or other adverse conditions by the Purchaser during the Inspection Period. In any event, Purchaser will notify counsel for Michelin at least five (5) calendar days prior to taking any samples of soils or groundwater on the property. Michelin shall have the right to observe and split samples at Michelin's sole expense, provided that all test results on the soil and groundwater are provided to Seller.
- (c) **Termination.** In the event that Purchaser will determine in its sole discretion that any condition or factor pertaining to the Property is unacceptable, Purchaser will have the right to terminate this Agreement upon written notice to Seller at any time within the Inspection Period. Upon such termination neither party will have any further obligation hereunder.

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**Section 5. Seller's Representations.** Seller represents and warrants to Purchaser that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing. The Property is being sold "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any agent of Seller.

**Section 6. Purchaser's Representations.** Purchaser represents and warrants to Seller that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing and agrees as follows:

- (a) **Legal Existence.** Purchaser is an LLC, duly organized, validly existing and in good standing under the laws of the State of Alabama and it, or its permitted assignee, will be, prior to Closing, duly domesticated and authorized to transact business within the State of Oklahoma. Purchaser has all requisite power and authority to carry on its business as now conducted and to enter into and perform this Agreement.
- (b) **Condition of Property.** Purchaser hereby acknowledges and agrees that (i) it is purchasing the Property "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller of any of Seller's contractors, agents, or employees; (ii) it is relying exclusively upon its investigations, inspections, tests and studies as to all issues related to the Property, including, without limitation, the physical and environmental condition of the same; (iii) it has not relied on any statements or lack of statements by Seller or Seller's contractors, agents, or employees in connection with its assessment of the physical or environmental condition of the Property; and (iv) the Purchase Price has been determined based, in part, upon the lack of any representations or warranties by Seller. Purchaser acknowledges that the Property contains asbestos and other regulated materials, both known and unknown and that the same is subject to regulatory scrutiny and oversight as well as court orders related to the same. By Closing on the purchase of the Property, Purchaser indemnifies and holds Seller and Seller's contractors, agents and employees harmless for any damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which might arise out of the condition of the Property and resulting from the use, occupancy, development or operation of the Property from and after the Closing, including, without limitation, all attorneys fees and costs incurred in connection with the same.
- (c) **Hold Harmless and Indemnity Agreement.** As a part of this Purchase and Sales Agreement, the Purchaser has signed a Hold Harmless and Indemnity Agreement that is part of this agreement.

**Section 7. Closing.**

- (a) The closing of the sale of the Property by Seller and the purchase of same by Purchaser in accordance with this Agreement ("Closing") will occur in Miami, Oklahoma, in the offices of Ottawa County Abstract & Title Co. at the end of the 9<sup>th</sup> Month better known as February 2014.
- (b) At the Closing:
  - (i) The Purchaser will deliver to Seller cash, cashier's or certified check or wire transfer in the amount set forth in Section 2 hereof;
  - (ii) Seller will deliver to Purchaser a Special Warranty Deed fully executed and acknowledged by Seller, conveying the Property to Purchaser;
  - (iii) The Seller will deliver to Purchaser a FIRPTA Affidavit, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
  - (iv) The Purchaser will pay all closing fees and any applicable sales tax. Seller will pay recording

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costs of all curative documents. The recording cost of the deed (including the documentary stamp tax) conveying the Property to Purchaser, will be paid by Purchaser;

- (v) If not previously paid, Purchaser shall pay for the costs of the title insurance policy in accordance with Section 3 of this Agreement;
- (vi) Seller will pay and discharge all special assessments against the Property, whether matured or un-matured; and
- (vii) Each party will pay its own attorneys' fees.

**Section 8. Possession.** Possession of the Property will be delivered to Purchaser when the deposit is made, May 30<sup>th</sup>, 2014.

**Section 9. Condemnation.** If, prior to the Closing, action is initiated or threatened to take a material portion of the Property be eminent domain proceedings, or by deed in lieu thereof, for any portion of the Property, Purchaser may either;

- (i) Terminate this Agreement; or
- (ii) Close the sale, and the award of the condemning authority will be assigned to Purchaser at the Closing.

**Section 10. Commissions.** Purchaser and Seller covenant and represent to each other that except for \_\_\_\_\_ (the "Broker"), no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement, and neither Purchaser nor Seller has had any dealings or agreements with any other individual or entity in connection therewith. If any other individual or entity will assert a claim to a finder's fee, or commission, or other similar fee against either Purchaser or Seller on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity, will and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Seller agrees that in the event and only in the event the transaction contemplated by this Agreement is consummated, then, at the Closing, Seller will pay a real estate commission to Broker equal to six percent (6%) of the purchase price of the Property.

**Section 11. Breach or Termination.**

- (a) **Breach by Seller.** If Seller fails to timely close the sale of the Property to Purchaser for any reason, except Purchaser's default or the termination of this Agreement by Purchaser, Purchaser may, as its exclusive remedies, either terminate this Agreement by giving Seller written notice thereof and receive a return of the EMD or seek the specific performance of this Agreement.
- (b) **Breach by Purchaser.** If Purchaser fails to timely close the purchase of the Property for any reason, except Seller's default or the exercise of a termination right provided herein, then Seller may, as Seller's sole remedy, cancel and terminate this Agreement and retain the EMD.
- (c) **Termination.** Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this Agreement and the provisions related to the payment of third party costs will survive the Closing and, if this Agreement is terminated, any termination of this Agreement.

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**Section 12. Miscellaneous.**

- (a) **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, will be in writing and will be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, two (2) calendar days after deposited in any post office or mail receptacle, regularly maintained by the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid, or delivered to a commercial overnight delivery service addressed as follows or when transmitted by facsimile to the number set forth below and received prior to \_\_\_\_\_ *(enter the time, example: 5:30 p.m. (C.S.T.)).*

**If to Purchaser:** Real Estate Remediation LLC  
3519 Greensboro Ave.  
Tuscaloosa, AL 35401

**With Copy to:** Sandy Gunter  
Shields and Gunter  
2703 7<sup>th</sup> St.  
Tuscaloosa, AL 35401

**If to Seller:** Allan Kaspar  
1000 Goodrich Boulevard  
Miami, Oklahoma 74354  
Phone/Fax: 918-540-0414

**With Copy to:** Kevin C. Coutant  
Doerner, Saunders, Daniel & Anderson, L.L.P.  
320 South Boston Avenue, Suite 500  
Tulsa, Oklahoma 74103-3725  
Fax: 918-591-5360 Phone: 918-591-5221

or such other place as Seller or Purchaser may from time to time designate by written notice to the other.

- (b) **Costs and Expenses.** Unless otherwise specified in this Agreement, each party will bear its costs and expenses (including attorneys' fees) incurred in connection with the preparation and execution of this Agreement, and the Closing.
- (c) **Attorneys' Fees.** In the event of litigation arising out of this Agreement, the prevailing party will be awarded reasonable attorneys' fees and court costs as additional damages.
- (d) **Assignment.** This Agreement will not be assigned by Purchaser, without written approval by Seller.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreements.

Purchasers Initials GRB

Sellers Initials AK



- (f) **Amendment.** This Agreement may not be amended, modified, altered, or changed except by a written instrument executed by the party or parties to be bound thereby.
- (g) **Captions.** The captions and headings of this Agreement are for convenience only and do not affect, limit, amplify or modify the terms and provisions hereof.
- (h) **Multiple Counterparts.** This Agreement may be executed in identical counterparts, each of which is deemed an original, and all of which constitutes collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- (i) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- (j) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- (k) **Consents.** Whenever the consent of Seller or Purchaser is required hereunder, such consent will not be unreasonably withheld or delayed.
- (l) **Time.** Time is of the essence with respect to all provisions of this Agreement.
- (m) **Payments.** The EMD shall be paid in cash, cashier's or certified check or wire transfer and will be deemed paid when actually received by Seller.
- (n) **Execution.** This Agreement shall be binding upon the parties hereto only at such time as it is fully executed by and delivered to all parties.
- (o) **1031 Exchange.** Purchaser and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange.

Dated 5/7/2014

"PURCHASER"  
By [Signature]  
Managing Member Title

Dated May 7, 2014

"SELLER"  
[Signature]  
Allan Kaspar

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ as Manager of (insert company name).

Purchasers Initials GAB

Sellers Initials AK

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF OKLAHOMA  
COUNTY OF OTTAWA

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Allan Kaspar.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Witness: Wendy Sue Suter  
Date: 5-7-2014

Purchasers Initials GRB

Sellers Initials AK

## HOLD HARMLESS AND INDEMNITY AGREEMENT

This Hold Harmless and Indemnity Agreement (Agreement) made this 7<sup>th</sup> day of May, 2014, by and between L Allan Kaspar and RER LLC, an Alabama limited liability company, states as follows:

WHEREAS, Allan Kaspar and RER LLC entered into an Agreement of even date herewith for the purchase, with delayed closing, of the Miami Warehouse buildings, fixtures and land. (the "subject property");

WHEREAS, as a term and condition of said Agreement, RER LLC agreed to execute an indemnity agreement whereby RER LLC agrees to indemnify and hold harmless Allan Kaspar for any and all environmental liabilities associated with any activities on the subject property;

WHEREAS, this Agreement is executed for the purpose to satisfying said condition;

### WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises and the covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Indemnify and Hold Harmless. RER LLC shall indemnify, reimburse, defend, and hold harmless Allan Kaspar, from and against any and all loss, damage, and expense (including but not limited to reasonable investigation costs, legal fees, consultants fees, and expenses) including but not limited to any claim or action for injury, liability, Environmental Liability, or damage to persons or property and any and all claims or actions brought by any person, firm, governmental body or other entity, alleging or resulting from any Hazardous Materials located upon or the contamination of the subject property or arising from or in any connection with contamination of or adverse effects on the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs, fees, and penalties assessed or incurred as a result of any RER LLC's activities or operation on the subject property. RER's obligations and liabilities under this paragraph shall continue so long as Allan Kaspar may bear any potential liability or responsibility under the Environmental Laws of the United States, the State of Oklahoma, the County of Ottawa, or the City of Miami for any release of any Hazardous Materials or for any Environmental Liability as that term is defined herein.

2. Definitions. The following defined terms used in the agreement shall have the following meanings:

- (a) Hazardous Materials include: (i) oil or other petroleum products, (ii) hazardous wastes, as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 et seq., or similar state or local law, ordinance, regulation or order, (iii) hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. 9601 et seq., or similar state or local law, ordinance, regulation or order, (iv) hazardous materials, as defined by the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. 1802, or similar state or local law, ordinance, regulation or order, and (v) radioactive materials subject to the Atomic Energy Act (AEA), 42 U.S.C. 2011 et seq., or similar state or local law, ordinance, regulation or order, and (vi) any other pollutant, contaminant, chemical, or substance whose presence creates or could create a hazard to health or the environment or a violation of any federal, state or local Environmental Law.
- (b) Environmental Liability means any all liability, claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, loss, cost, expense, injury, judgment, penalty, or fine alleged by any third party (including, without limitation, any private party or governmental entity), arising out of, relating to, or resulting from, directly or indirectly, in whole or in part: (i) the presence, generation, transport, disposal, treatment, storage or Release of Hazardous Materials, (ii) the violation or alleged violation of any Environmental Law, or (iii) any Enforcement or Remedial Action. This liability includes any cost of removing or disposing of any Hazardous Materials, any cost of enforcement, cost of investigation and/or remedial action, and any other cost or expense whatsoever, including, without limitation, reasonable attorneys, accountants, engineers, and consultants fees and disbursements, interest, and medical expenses.
- (c) Environmental Law means any past, present, or future federal, state, or local laws, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Materials, or any other activities or conditions which impact or relate to the environment or nature.

3. Entire Agreement; Governing Law. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between the

parties concerning the subject matter contained herein. No provision of this Agreement may be altered or amended except by an agreement in writing signed by each of the parties hereto or their respective successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.


4. Legal Expenses. In the event of a dispute resulting in litigation between the parties hereto, the prevailing party shall be entitled to receive payment from the non-prevailing party of its reasonable attorneys fees and out-of-pocket expenses, in addition to any and all other relief granted by courts of law or equity.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but all of which shall constitute one and the same instrument. The parties hereto may accept an executed copy of this Agreement via facsimile with a true and correct original document to follow in United States Mail.


6. Severability. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portion of that provision, or any other provision hereof, and each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

**Allan Kaspar**

  
By: Allan Kaspar

**RER LLC.**

  
By: George R. Blakeney, Managing Member

Witness: Wanda Lee Dutton  
Date: 5-7-2014





## QUIT CLAIM DEED

I-2015-003172 Book1015 Pg:220  
08/14/2015 3:32 pm \$15.00  
Reba G Sill - Ottawa County Clerk

(Individual)

### KNOW ALL MEN BY THESE PRESENTS:

THAT ALLAN KASPAR, a single person, party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto REAL ESTATE REMEDIATION. LLC, a foreign limited liability company, whose address is 3519 Greensboro Avenue, Tuscaloosa, Alabama 35401, party of the second part, all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property and premises situated in Ottawa County, State of Oklahoma, to-wit:

A tract of land lying in the N $\frac{1}{2}$  SW $\frac{1}{4}$  and the S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Commencing at the NW corner of the N $\frac{1}{2}$  SW $\frac{1}{4}$  of said Section 24; Thence S 00° 34' 16" E, 242.68 feet; Thence N 89° 08' 38" E, 943.58 feet to the point of beginning; Thence N 00° 50' 41" W, 534.58 feet; Thence N 89° 07' 14" E, 1706.68 feet; Thence S 00° 20' 00" E, 291.53 feet; Thence S 00° 30' 26" E, 1320.76 feet; Thence S 89° 08' 10" W, 1477.92 feet; Thence N 00° 50' 41" W, 1077.19 feet; Thence S 89° 08' 38" W, 218.36 feet to the point of beginning.

EXCEPTING AND RESERVING UNTO GRANTOR ALLAN KASPAR AN NON-EXCLUSIVE EASEMENT, SUBJECT TO INCREASE OR DECREASE IN USE FROM TIME TO TIME, UPON AND ACROSS THE NORTHERLY 20 FEET (AS MEASURED ON THE WEST SIDE AND PARALLEL TO THE MOST NORTHERLY LINE) OF OF THE ABOVE DESCRIBED REAL PROPERTY FOR ROADWAY AND UTILITY PURPOSES INCLUDING, WITHOUT LIMITATION, THE RIGHT OF INGRESS AND EGRESS FOR INVITEES OR OTHER PERSONS, VEHICLES, EQUIPMENT AND MATERIALS AS WELL AS THE INSTALLATION AND MAINTENANCE OF ALL TYPES AND KINDS OF UTILITY LINES, PIPES OR CABLES OR SIMILAR USES FOR THE USE AND BENEFIT OF GRANTORS' ADJOINING PROPERTY DESCRIBED AS FOLLOWS:

A tract of land lying in the N $\frac{1}{2}$  SW $\frac{1}{4}$  and the S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Beginning at the NW corner of the N $\frac{1}{2}$  SW $\frac{1}{4}$  of said Section 24; Thence N 00° 37' 22" W, 1320.37 feet; Thence N 89° 02' 36" E, 1326.55 feet; Thence N 89° 13' 13" E, 1326.60 feet; Thence S 00° 20' 00" E, 1028.37 feet; Thence S 89° 07' 14" W, 1706.66 feet; Thence S 00° 50' 41" E, 534.58 feet; Thence S 89° 08' 38" W, 943.58 feet; Thence N 00° 34' 16" W, 242.68 feet to the Point of Beginning.

Together with all the improvements thereon and the appurtenances thereunto belonging, except easements and rights of way of record or in open and visible use.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, his heirs and assigns forever.

Signed and delivered this 13<sup>th</sup> day of August, 2015.

ALLAN KASPAR

OS Title 68, Article 32, Section 32a1, Paragraph 6.

NO Documentary Stamps required. Exempt Doc. Stamp Tax

**INDIVIDUAL ACKNOWLEDGMENT**

I-2015-003172 Book1015 Pg:221  
08/14/2015 3:32 pm \$15.00  
Reba G Sill - Ottawa County Clerk

STATE OF OKLAHOMA, COUNTY OF Craig, ss:

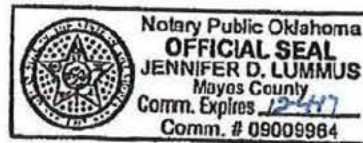
Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of August, 2015 personally appeared **ALLAN KASPAR**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jennifer D. Lummus  
Notary Public

My commission expires:

12-4-2017



My commission number:

09009984